



BOARD OF SELECTMEN

MONDAY, JUNE 4, 2018

SELECTMEN MEETING 4:00 P.M.

SELECTMEN'S CONFERENCE ROOM TOWN OFFICES, 3rd FLOOR
AGENDA

RECEIVED
TOWN CLERK'S OFFICE
2018 MAY 31 P 2:11

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- I. Call to Order– 4:00 P.M.
- II. Opening Ceremonies – 4:00 P.M.
A. Moment of Silence/Pledge of Allegiance
- III. Communications/Announcements/Liaison Reports – 4:05 P.M.
- IV. Citizens Petitions and Presentations – 4:10 P.M.
- V. Public Hearings – 4:15 P.M.
A. National Grid (10 minutes)
This hearing is on the petition of National Grid and Verizon New England requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:
#25879021 – 10 Brook Street – National Grid proposes a pole relocation of pole 1252 to enable easier entry and exit to parking lot at 10 Brook Street. The location is approximately 12 feet southeast of where it exists now.
- VI. Regular Business of the Board – 4:25 P.M.
A. North Reading Water Agreement – (15 minutes)
Board to consider voting on the approval of an inter-municipal agreement with North Reading for potable water service.

B. Rattlesnake Road Utility Petition – (10 minutes)
Board to consider providing an easement from the Town for the purposes of a push brace for Verizon New England Pole 3842.

C. 2018/2019 Board of Selectmen/Town Manager Goals and Objectives – (10 minutes)
Board to consider voting to adopt the 2018/2019 Board of Selectmen/Town Manager Goals and Objectives.

D. Board and Committee Appointment Process – (10 minutes)
Town Manager to provide an update on the Board and Committee appointment process and the Talent Bank process.
- TOWN OF ANDOVER, MASS

VII. Consent Agenda – 5:10 P.M.

A. APPOINTMENTS – (Town Manager)

That the following appointments by the Town Manager be approved:

DEPARTMENT/ COMMITTEE	NAME	POSITION	RATE/ TERM	DOH
Community Services/Recreation Division	Christopher Dempsey <i>v. Jessica Downing</i>	Recreation Coordinator	\$60,230.04	6/11/18
Police Department	Michael Connor <i>v. Christopher Moore</i>	Sergeant	\$91,656.47	6/10/18
DPW/Parks and Grounds Division	Bradley Cole	Seasonal Parks and Grounds	\$13/hr	5/29/18

VII. Adjournment – 5:15 P.M.

If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact the Town Manager's Office at 978-623-8210 or by email at manager@andoverma.gov.

MEETINGS ARE TELEVISED ON
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45



TOWN OF ANDOVER

Town Clerk's Office

36 Bartlet Street
Andover, MA 01810
978-623-8230
townclerk@andoverma.gov

NOTICE

You are hereby notified that a Public Hearing will be held by the Andover Board of Selectmen, on Monday, June 4, 2018 in the 3rd Floor Conference Room, 36 Bartlet Street, at 7 p.m.

This hearing is on the petition of National Grid and Verizon New England requesting permission to locate poles, wires and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

#25879021 – 10 Brook Street – National Grid proposes a Pole relocation of pole 1252 to enable easier entry and exit to parking lot at 10 Brook Street. The location is approximately 12 feet southeast of where it exists now. Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Brook St.-Andover, Massachusetts.

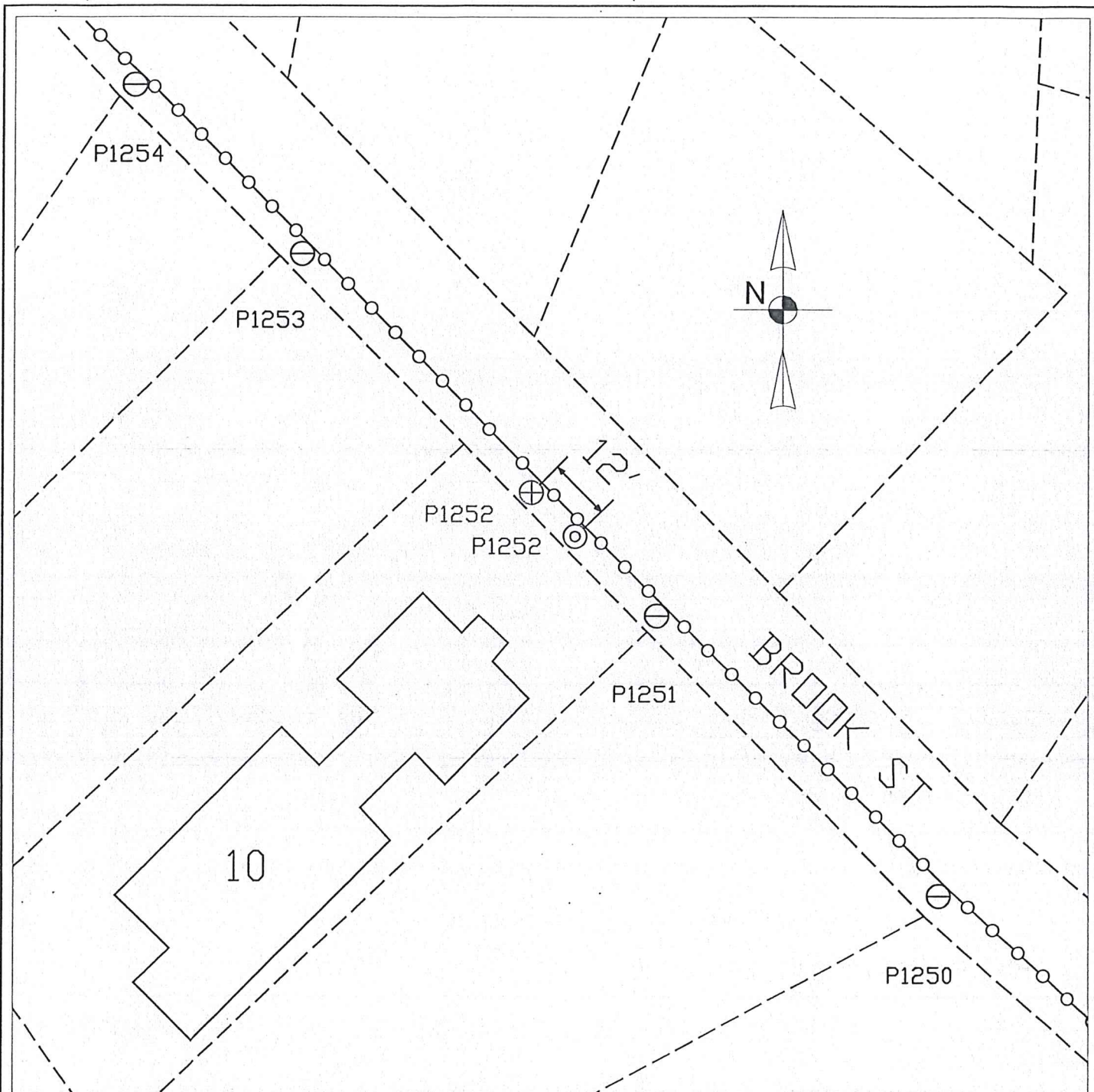
Plan(s) of the proposed work can be found in the Meeting Packet on the Board of Selectmen page on the Town of Andover website, www.andoverma.gov.

Should you have any major concerns about this proposal, please call Dave Boucher at National Grid, (978) 725-1461, prior to the above-mentioned Selectmen's meeting date. Representatives from the utility company will be available at 6:45 P.M. on the above date to answer any other questions you may have relating to the proposed work.

By order of the
Board of Selectmen

Lawrence J. Murphy
Town Clerk

Plan No.: 25879021
Date: May 25, 2018



JOINT OWNED POLE PETITION

- ⊙ Proposed J.O. Pole Location (To Be Installed)
- ⊕ Existing J.O. Pole Location (To Be Removed)
- ⊖ Existing J.O. Pole Locations (To Stay)
- Overhead Electric Line

POLE RELOCATION WILL ENABLE EASIER ENTRY AND EXIT TO PARKING LOT OF 10 BROOK STREET.

DISTANCES ARE APPROXIMATE

nationalgrid

And

Verizon New England, Inc.

Date: 4-25-18

Work Request Number: 25879021

To Accompany Petition Dated:

To The Town OF ANDOVER

For Proposed: POLE RELOCATION

Pole: 1252

Location: BROOK ST

INTERMUNICIPAL AGREEMENT
BETWEEN
THE TOWN OF ANDOVER, MASSACHUSETTS
AND
THE TOWN OF NORTH READING, MASSACHUSETTS
FOR
POTABLE WATER SERVICE
2018-2117

THIS AGREEMENT entered into as of the 30th Day of May, 2018, by and between the Town of Andover, a municipal corporation within the County of Essex, Commonwealth of Massachusetts, acting through its Board of Selectmen, and the Town of North Reading, a municipal corporation within the County of Middlesex, Commonwealth of Massachusetts, acting through its Board of Selectmen.

WITNESSETH

WHEREAS, the Town of Andover has the authority to sell and supply potable water to the Town of North Reading under this intermunicipal agreement which provides the terms and conditions of sale, furnishing of water, payment for sale;

WHEREAS, the Town of North Reading has the authority to purchase said water under the terms and conditions of this agreement;

WHEREAS, the Towns deem it to be in the public interest for the Town of Andover to supply and sell, and for the Town of North Reading to receive and pay for potable water to supply its citizens; and

WHEREAS, both Towns have been authorized to enter into this agreement by vote of their respective Boards of Selectmen as evidenced by their signatures to the Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants herein set forth, and in order to secure the services described below, the parties hereto, each binding itself, its respective representatives, successors, and assigns, to mutually agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

For all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

A. “Andover” means the Town of Andover, in Essex County, Massachusetts, or its duly authorized agent.

B. “DEP” means the Department of Environmental Protection of the Commonwealth of Massachusetts.

C. “Force Majeure Events” means a consequence of any Acts of God, act of public enemy, laws, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery, lines or pipe, failure of water supply, regulatory requirement, restriction or limitation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable

control of such party, and which act, omission or circumstance such party is unable to prevent or overcome by the exercise of due diligence.

D. “Maximum Daily Withdrawal” means the highest total volume of water measured in gallons or cubic feet at a metering station over any consecutive twenty-four (24) hour period during a calendar year.

E. “North Reading” means the Town of North Reading, in Middlesex County, Massachusetts, or its duly authorized agent.

F. “Tier 1 Water Rate” means the lowest per unit water rate charged by Andover to any water customer. As of the date of this Agreement, Andover uses a tiered rate structure, also known as an Increasing Block rate structure. Currently (in FY 2018), the lowest Tier 1 Water Rate equals \$2.97 per hundred cubic feet (HCF). In the event Andover moves to a flat rate charge for water use, then the Tier 1 Water Rate shall be defined as equal to the flat rate charge for water use.

G. “Waterworks” means facilities for collection, storage, supply, distribution, treatment, pumping, metering, and transmission of water.

1.2 Meanings and Construction

This agreement, except where the context clearly indicates otherwise, shall be construed as follows:

- A.** Definitions include both singular and plural;
- B.** Pronouns include both singular and plural and include both genders.

1.3 Resolutions of Disputes

Any dispute arising under this agreement shall first be attempted to be resolved in a timely and mutually acceptable manner by the two parties. If the parties are unable to resolve the dispute, civil action may be taken by either party through a court of proper jurisdiction.

1.4 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

2. GENERAL PROVISIONS

2.1 Obligations of the Parties

Both North Reading and Andover understand and agree to the following obligations, limitations, and commitments, in consideration of Andover's agreement to permit connection by North Reading to Andover's waterworks to supply North Reading with drinking water in exchange for payment and other consideration as specified in this agreement.

A. Consumption Quantities. North Reading's consumption of Andover's water shall be governed as follows:

1. Andover shall furnish (i) until June 30, 2019, subject to permitting, up to a maximum daily withdrawal of 2.4 million gallons; and (ii) thereafter, until June 30, 2025, subject to permitting and any necessary infrastructure upgrade, up to a maximum daily withdrawal of 2.6 million gallons; and (iii) thereafter, subject to permitting and any necessary infrastructure upgrade, up to a maximum daily withdrawal of 3.0 million gallons to North Reading through interconnections identified in section 2.1(E) of this Agreement. The amount of water North Reading draws on a daily basis up to the amounts described herein shall be within its sole discretion, except in the case of a Force Majeure as described in section 2.2 of this Agreement. Andover's ability and obligation to supply more than a daily maximum withdrawal of 2.6 million gallons is dependent upon the expansion of Andover's Water Management Act permit and approval of an amendment to North Reading's Interbasin Transfer Act permit.
2. North Reading shall retain all responsibility for (i) operation, maintenance, and use of its waterworks, (ii) compliance with applicable law, (iii) compliance with its obligations as stated in this Agreement, and (iv) distribution of water to its residents.
3. Nothing in this Agreement shall in any manner obligate or place any responsibility on Andover with regard to (i) the operation, maintenance or use of any of North Reading's equipment or property related in any way to potable water service, including but not limited to North Reading's waterworks, (ii) the distribution or delivery of water within the geographic boundaries of the Town of North Reading, and (iii) communications, billing, or any related activities involving North Reading water customers and residents relating to the provision of potable water.

B. Control of System Leaks and Wasteful Use. North Reading shall operate and maintain its waterworks connecting to that of Andover in accordance with customary practices and within the guidelines set forth below. North Reading shall take all reasonable measures to minimize the wasteful use of water within its service area. Should Andover impose restrictions on water use on its customers (e.g., sprinkling bans) through implementation of its Drought Management Plan or other demand management policies, bylaws, or rules and regulations in effect in the Town of Andover, North Reading shall conform its customers to such and impose the same restrictions on customers within its service area, including but not limited to any customers that qualify as one of the largest users of the two systems. The imposition of said restrictions shall be within the sole and exclusive discretion of Andover. Nothing in this

Agreement shall prevent North Reading from imposing its own restrictions above and beyond those imposed by Andover. The Town of North Reading as a whole shall not be considered a single large user for purposes of Andover's Drought Management Plan or any other demand management policies, by laws, or rules and regulations in effect in the Town of Andover. Andover shall not be liable for damages or otherwise in the implementation of Andover's Drought Management Plan or other demand management policies under the foregoing provisions.

C. Conformance to Law. Both North Reading and Andover shall abide by all applicable laws, rules, regulations, and bylaws of the United States, the Town of Andover, the Commonwealth of Massachusetts, and any political subdivision thereof having jurisdiction over the activities and obligations under this intermunicipal agreement insofar as such compliance is not lawfully superseded by the terms of this agreement.

D. Water Quality. Andover will guarantee that the quality of water supplied to North Reading will meet all State and Federal regulations at the point of delivery to North Reading. North Reading retains responsibility for water quality compliance beyond the point of delivery as described in Section 2.1(E). North Reading has all responsibility for water delivery and quality once the water crosses the town line between Andover and North Reading. The parties will comply with all applicable State and Federal rules and regulations relating to water quality, including but not limited to, rules and regulations of the Environmental Protection Agency and any other agency which regulates water quality within their respective borders.

E. Contract Service Area. Andover shall deliver water to North Reading at the following points of delivery:

1. The Andover/North Reading town line at Gould Road and Central Street.
2. The Andover/North Reading town line at Route 28; and/or.
3. Such other locations as the parties may agree to during the term of this Agreement.

F. Measurement of Flows. The measurement of water delivered to North Reading shall be undertaken by North Reading and Andover. Such flow measurements shall be made by approved metering devices owned by North Reading at locations determined by North Reading and approved by Andover. Meter readings shall be taken and reported to and confirmed by Andover on a monthly basis, and Andover shall have the right to have an agent present to read any meter at such time. All such metering devices shall be inspected and calibrated at least annually by North Reading. A copy of the inspection and calibration reports shall be filed at Andover's Water Department. Andover reserves the right to install metering at locations in Andover determined by Andover.

In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by the parties based on past records of a comparable period. The estimates shall be used by Andover to establish North Reading's payments to Andover for the period of missing or inaccurate data.

G. Construction of Connections. The parties shall work cooperatively to permit, design and construct any infrastructure improvements necessary to effectuate the purposes of this Agreement, with each party agreeing to bear the cost of the portion of such improvements that lie within its geographic borders, unless another method of apportionment is agreed to in writing by the parties. Any such costs shall be subject to appropriation. Except for capital costs assessed upon North Reading as part of the Tier 1 Rate, neither party has any obligation to pay any costs, including but not limited to design costs, for facilities in in the other Town

H. Records, Accounts and Audits. Andover shall keep books of records and accounts, in which complete and accurate entries shall be made of all its transactions with North Reading.

I. Ownership of Connection Facilities. Each town shall own all waterworks on its side of the Town Line between Andover and North Reading.

J. Assignment of Users. North Reading's users of its waterworks shall be served by water facilities owned, operated and maintained by North Reading, unless there is written amendment to this Agreement.

K. Responsibility for System Operation and Maintenance. Andover assumes no responsibility for the operation and maintenance of waterworks constructed and owned by North Reading. Andover's waterworks shall be operated and maintained by Andover, and North Reading assumes no responsibility for the operation and maintenance of the same. Andover shall not be responsible or liable in any way for the Acts of God, or any other act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement as described in Section 2.2. However, under such circumstances, Andover shall use its best efforts to restore normal service as soon as possible.

L. Andover as Sole Provider.

1. North Reading agrees that currently and, upon receipt of all required permits and approvals and construction of infrastructure upgrades providing for its right to take up to 3.0 million gallons per day, and compliance with all other terms of this Agreement, Andover shall become North Reading's sole third-party public water supplier; provided, however that Andover shall not be North Reading's sole water supplier if either or both parties are unable to secure any permits, approvals and/or appropriations needed to allow Andover to supply North Reading with the maximum daily withdrawal of 3.0 million gallons. Nothing herein shall be deemed to prevent the Town of North Reading from supplying its inhabitants with water from its own wells within the boundaries of the Town of North Reading.

2. Notwithstanding the previous section, North Reading shall be permitted to maintain one or more interconnections with other public water suppliers and/or to maintain its own water sources to obtain water in the event of a force majeure event or other circumstance in which Andover is unable or unwilling to supply North Reading with the maximum daily withdrawal amounts specified in Section 2.1(A)(1) of this Agreement. If North Reading obtains water from an alternate source including amounts in excess of 3.0 million gallons per day, then, to the extent permitted by law, North Reading hereby agrees to release, defend, indemnify and hold harmless Andover from any and all claims

and damages relating to or arising from North Reading's use of an alternate source of water, including but not limited to claims and damages relating to the difference in the chemical makeup between water supplied to North Reading by Andover and water supplied to North Reading by an alternate source.

3. The parties acknowledge and agree that North Reading's obligation to use Andover as its sole water supply source is limited to amounts up to the maximum daily withdrawal rate of 3.0 million gallons. If North Reading requires water in excess of 3.0 million gallons, it shall be permitted to obtain such amounts from other public water suppliers, provided, however, that North Reading shall give Andover the option of meeting its demand prior to using such other sources.

4. If North Reading requires a supply of water in excess of 3.0 million gallons, it shall give Andover written notice specifying the number of gallons needed. If the parties elect to enter into an agreement for supply of water in excess of 3.0 million gallons then the parties shall work cooperatively and in good faith to obtain the necessary permits and approvals. If the parties do not reach an agreement for Andover to meet North Reading's demand within twelve (12) months of Andover's receipt of said notice, or if the parties are unable to obtain necessary permits or approvals or appropriations required for infrastructure improvements needed for Andover to meet North Reading's demand within twenty-four (24) months of Andover's receipt of said notice, North Reading is permitted to obtain such amounts from third party suppliers. Any notice provided pursuant to this paragraph shall expire after six (6) years and the requirements of this paragraph shall be met again before North Reading enters into any agreement with a third-party which has an effective date more than six years after the date of North Reading's notice to Andover.

5. Any increase in North Reading's maximum daily withdrawal from Andover above 3.0 million gallons shall be subject to approval by votes of both Towns' boards of selectmen and shall be subject to any required permits and infrastructure improvements. Notwithstanding the foregoing, but subject to subsection 2 of this section L, Andover shall remain North Reading's sole water supplier for 3.0 million gallons of water per day.

2.2 Impairment of Supply

A. Responsibility. The furnishing of water to North Reading under this Agreement shall not be impaired except in the case of a Force Majeure event which impacts Andover's ability to supply water to North Reading. Andover shall not be compelled to furnish the customary amounts of water to North Reading on a continuous basis during such event; provided, however, that any impairment of North Reading's supply due to a Force Majeure event that also affects Andover residents shall be shared proportionally based on usage.

B. Force Majeure Events. Neither Andover nor North Reading shall be liable for damages or otherwise for failure to perform any obligation under this agreement which failure is occasioned by a Force Majeure event. Such event affecting the performance of either Andover or North Reading, however, shall not relieve such other party of liability in the event of its negligence, intentional acts, or in the event of such party's failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

Andover shall communicate the details of such events to North Reading, including the level/amount of flow restriction, the anticipated duration, and the remediation/management actions being taken, with as much advanced notice as possible, within a reasonable time and the two parties will remain in contact with each other throughout the duration of the event.

2.3 Notices and Communications

A. Any and all notices, communications, and acknowledgements pertaining to the terms and provisions of this agreement shall be conveyed by both electronic mail and U.S. mail or other customary mode of communication to the following officials or any successor officials:

Town Manager
Town Offices
36 Bartlet Street
Andover MA 01810
manager@andoverma.gov

Town Administrator
Town Hall
235 North Street
North Reading MA 01864
townadministrator@northreadingma.gov

B. Except in the case of an emergency or unforeseen event, prior to the implementation of any significant water related actions that may impact the provision of water to North Reading, such as supply interruptions, major maintenance, and quality issues, Andover shall provide North Reading with written e-mail and verbal notice of such pending action with as much advance notice as possible. In the case of system-wide water restrictions North Reading will be notified as soon as possible in accordance with the requirements of Section 6 “Public notification of state water supply conservation” of Andover’s Water Restriction By-Law or such other law or regulation as may be in effect at the time.

C. Routine matters and issues will continue to be conveyed between Andover and North Reading’s respective public works/water system operational personnel via customary modes of communication.

2.4 Future Projects

- A.** At the time of this Agreement, North Reading holds an Interbasin Transfer Act permit authorizing it to take a maximum of 1.5 million gallons per day (MGD) from the Town of Andover. The parties agree that they will work cooperatively during the term of this Agreement to obtain all permits and approvals needed to support an increase in North Reading’s authorized withdrawal to the amounts set forth in Section 2.1(A)(1) of this Agreement, and North Reading agrees that it will submit an application to increase its Interbasin Transfer Act permit within thirty (30) days of a final decision on its Final Environmental Impact Report application. The parties further agree that this Agreement will automatically terminate five (5) years after any final decision denying any permit or approval needed by either party to enable Andover to supply North Reading with a maximum daily withdrawal at a rate of 2.6 million gallons or more and any credits still due North Reading at that time shall cease.
- B.** Nothing in this Agreement shall be construed as prohibiting North Reading from providing water purchased from Andover to the Town of Reading or any other

community or purchaser on such terms and conditions as North Reading deems appropriate. If North Reading provides water purchased from Andover to the Town of Reading or any other community or purchaser, then, to the extent permitted by law, North Reading hereby agrees to release, defend, indemnify and hold harmless Andover from any and all claims and damages relating to or arising from North Reading providing such water to the Town of Reading or any other community or purchaser.

- C. At North Reading's election, Andover will work cooperatively with North Reading to facilitate North Reading's connection through Andover's sewer network to the Greater Lawrence Sanitary District sewer treatment facility. All costs for such application and implementation shall be subject to a separate agreement between Andover and North Reading.
- D. Notwithstanding the provisions of paragraphs 2.4A, B, and C set forth above, the parties acknowledge and agree that neither party has any express or implied obligation to undertake such future projects other than as set forth in 2.4A, B and C, except an obligation to act in good faith in the manner specified herein.

3. PAYMENTS FOR SERVICES

3.1 North Reading Rate

- A. For the first 10 years of this Agreement, North Reading shall pay Andover for its water use at a rate of 95% of Andover's Tier 1 Water Rate, provided that the annual increase in the rate charged to North Reading shall not exceed 2.5% for this 10 year period. For purposes of this provision, the 10 year rate with the annual increase not to exceed 2.5% will commence on July 1, 2017 and end on June 30, 2027.
- B. For the remainder of the term of this Agreement, North Reading shall pay Andover for its water use at a rate of 95% of Andover's Tier 1 Water Rate.

3.2 Billing Cycle

Andover shall bill North Reading on a monthly basis. Billing shall be rendered to North Reading and become due and payable to the Water Treatment Plant, 397 Lowell Street, Andover MA 01810-4416 within thirty (30) days of being rendered. The North Reading payment will be made via Electronic Funds Transfer until such time as both parties agree to another method of payment.

3.3 Delinquent Bills

If water bills remain unpaid 30 days after the same shall be due, Andover's Tax Collector shall add thereto a penalty of one (1) percent per month. If the bills continue to remain unpaid sixty (60) days after they are due, the Tax Collector shall add interest charged on the original bill from its due date at the rate of one and one half (1 ½) percent per month. If the final date for

payment before the imposition of a penalty or the charging of interest should fall on a Saturday, Sunday, or holiday, such payment may be received by the Andover Tax Collector on the next business day following such Saturday, Sunday or legal holiday and the Tax Collector shall receive such payment without imposing the one (1) percent penalty or the interest charges.

3.4 Bills over Sixty (60) Days Due

If North Reading fails to pay to Andover the amount of its bills within 60 days from the billing date, Andover may, at its discretion, give North Reading written notice of such delinquency. In the event that such written notice is given, North Reading shall have 60 days from the date of said notice to make full and complete payment of the bill, penalties and accrued interest. Unless bills are disputed by North Reading, the Town of Andover may terminate the provision of water to the Town of North Reading. Termination of the provision of water to North Reading shall not relieve North Reading of its responsibility to pay Andover for its proportionate share of expenses incurred by Andover for facilities used or planned for North Reading. North Reading shall have the right to make current all such billing and expense delinquencies in full including penalty and interest and upon doing so, the termination shall cease and this Agreement shall remain in full force and effect.

3.5 Right to Dispute Bills

North Reading may challenge the calculation of any bill by serving written objection prior to the date on which payment is due. Upon resolution of the dispute, an appropriate adjustment, if any will be made. If North Reading challenges its bill, it shall pay to Andover the portion of the bill that is undisputed or 67.5%, whichever is greater and the remaining portion shall be deposited into an interest bearing escrow account with an escrow agent agreed upon by Andover and North Reading until such time as the dispute is resolved. For purposes of determining percentages payable in the event of a dispute, the amount of the bill shall be the amount due after deducting any adjustments made pursuant to Section 3.6 of this Agreement. Funds held in escrow, including any interest added thereto, shall be disbursed by agreement of the parties or court order. Until such time as the dispute is resolved, North Reading shall not be subject to termination of service or any other penalties that apply to late payments.

3.6 Adjustments

- A. Andover will reimburse North Reading's costs already incurred to join the Massachusetts Water Resources Authority ("MWRA"), up to \$953,000, which costs will be reimbursed by Andover through credits to North Reading's water invoices, beginning on July 1, 2018 in the amount of \$95,300 annually. Such credits shall be applied on a monthly basis in the amount of \$7,941.66 per month, until the total amount of credits equals \$953,000.
- B. Andover agrees to set the effective rate of 95% of Andover Tier I Water Rate retroactively to July 1, 2017. For water used and paid for by North Reading during the fiscal year 2018, Andover will provide a refund of the excess amounts paid by North Reading based upon the difference between the amount paid at the rate established by the

prior agreement and 95% of the Andover Tier I Water Rate at the time this Agreement is executed.

4. MISCELLANEOUS PROVISIONS

4.1 Status of Former Agreements

Except as provided in section 4.8 of this Agreement, and not including the Interim Period Agreement signed contemporaneously herewith, this Agreement supersedes all prior agreements for Andover to supply water to North Reading and it constitutes the entire contract between Andover and North Reading, provided, however, that Andover retains full rights and authority to enforce the provisions of any proceeding or currently existing agreement as they pertain to any outstanding indebtedness to Andover.

4.2 Incurring of Debt

Nothing in this Agreement shall be construed as to prevent either party thereto from incurring any debt deemed necessary to ensure the sufficiency of funds required to construct, maintain and operate their respective waterworks.

4.3 Severability

If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision has not been contained herein.

4.4. Status of Legal Representatives

Each one of the benefits and burdens of this Agreement shall be binding upon the respective legal representatives, successors, and assigns of the parties hereto.

4.5 Amendment

This agreement may be amended from time to time by mutual consent of the parties and in accordance with the provisions of G.L. c. 40, sections 4 and 4A, or any other applicable law. Any such amendment to this shall be executed and authorized with the same formality as this agreement.

Andover and North Reading shall meet on a regular and on-going basis and no less than once per Fiscal Year to review their performance under this Agreement and to discuss any issues that may arise during the Term. Andover and North Reading further agree that they will endeavor in good faith to negotiate any amendments that may be necessary or desirable to reflect any changes in circumstance or other matters arising during the Term of this Agreement.

4.6 Assignment

No assignment by North Reading of its rights or duties under this Agreement shall be binding on Andover, unless Andover consents to such an assignment in writing with the same formality as employed in the execution of this Agreement.

4.7 Waiver

Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said right or rights or another right it may have hereunder.

4.8 Effective Date and Duration

This Agreement shall be in full force and effect from the date first written above, but only for such terms as authorized by Massachusetts law, and shall be binding on North Reading and Andover for the maximum period of time authorized by Massachusetts law, unless sooner terminated.

Notwithstanding the preceding sentence, the parties acknowledge that they have petitioned the General Court for legislation to authorize an agreement for the supply of water for a period of up to ninety-nine (99) years. If said legislation is not enacted and made effective on or before August 15, 2018, this Agreement shall automatically terminate on that date. If said legislation is enacted and made effective on or before August 15, 2018, but it is not in the same form submitted by North Reading and Andover, this Agreement shall automatically terminate seven (7) days after the effective date of the legislation.

If said Legislation is enacted in the same form submitted by North Reading and Andover and made effective on or before August 15, 2018, the Board of Selectmen for each Town shall sign a ratification of this Agreement within fourteen (14) days thereof and this Agreement shall remain in effect for a period of ninety-nine years from the date of said ratification. Said ratification shall be authorized by each Town's Board of Selectmen simultaneously with their approval of this Agreement and this Agreement shall terminate if it is not ratified by both Boards of Selectmen within said fourteen (14) days.

The parties may agree, in writing, to extend the time for passage of the special legislation and/or ratification. If this agreement is terminated as a result of the failure of said legislation as set forth above or the failure of either party to execute a ratification thereafter, this Agreement shall terminate and shall not be considered an agreement for twenty-five (25) years or less and Andover shall continue to supply water to North Reading in accordance with the parties' June 26, 2015 Agreement, as amended by the First Amendment to Intermunicipal Agreement dated October 2, 2017.

Beginning in the Fiscal Year commencing on July 1, 2108, the parties shall meet on a regular and on-going basis to discuss a successor to this Agreement. The parties further agree that they will endeavor in good faith to negotiate a successor agreement to the extent permitted by law at the time.

4.9 Termination

This Agreement may be terminated upon a duly executed mutual agreement of both parties, in writing, executed and authorized with the same formality as this Agreement.

IN WITNESS WHEREOF, the Town of Andover, acting through its Board of Selectmen, and the Town of North Reading, acting through its Board of Selectmen have executed this agreement as of the day and year first above written.

Town of North Reading

_____ Michael A. Prisco, Chairman

_____ Kathryn M. Manupelli, Vice-Chairman

_____ Stephen J. O'Leary, Clerk

_____ Robert J. Mauceri

_____ Andrew J. Schultz

Dated: _____

Approved as to Form by:

_____ Gregg J. Corbo, Town Counsel

Town of Andover

_____ Alex J. Vispoli, Chair

_____ Laura M. Gregory, Vice-Chair

_____ Paul J. Salafia

_____ Ann W. Gilbert

_____ Christian C. Huntress

Andover/North Reading Water Supply Agreement

Dated: _____

Approved as to Form by:

_____ Thomas J. Urbelis, Town Counsel

Pursuant to Chapter ____ of the Acts of 2018, the North Reading Board of Selectmen, being duly authorized by a vote of the North Reading Board of Selectmen on _____ and the Andover Board of Selectmen, being duly authorized by a vote of the Andover Board of Selectmen on _____, hereby endorse and ratify this Agreement between North Reading and Andover

Town of North Reading

_____ Michael A. Prisco, Chairman

_____ Kathryn M. Manupelli, Vice-Chairman

_____ Stephen J. O'Leary, Clerk

_____ Robert J. Mauceri

_____ Andrew J. Schultz

Dated: _____

Town of Andover

_____ Alex J. Vispoli, Chair

_____ Laura M. Gregory, Vice-Chair

_____ Paul J. Salafia

_____ Ann W. Gilbert

_____ Christian C. Huntress

Dated: _____

INTERIM PERIOD AGREEMENT

This Agreement is entered into as of the 30th Day of May, 2018, by and between the Town of Andover, a municipal corporation within the County of Essex, Commonwealth of Massachusetts, acting through its Board of Selectmen, and the Town of North Reading, a municipal corporation within the County of Middlesex, Commonwealth of Massachusetts, acting through its Board of Selectmen.

WITNESSETH

WHEREAS, the Town of Andover currently supplies water to the Town of North Reading pursuant to the terms of an Intermunicipal Agreement dated June 26, 2015, as amended by the First Amendment to Intermunicipal Agreement dated October 2, 2017 (hereinafter referred to as the “2015 Agreement”).

WHEREAS, simultaneously with the execution of this Agreement, the parties, acting by and through their respective Boards of Selectmen, have entered into a new long-term agreement to allow Andover to continue supplying water to North Reading for a term of up to 99 years (hereinafter referred to as the “Long-Term Agreement”).

WHEREAS, the parties have petitioned for the passage of legislation by the General Court to authorize a term for the Long-Term Agreement of up to 99 years and the Long-Term Agreement requires ratification by both Boards of Selectmen after the passage of said legislation.

WHEREAS, the parties have agreed that the Long-Term Agreement will terminate if the Legislation is not enacted, or if the legislation is enacted but not in the same form as submitted by North Reading and Andover, or if the legislation is enacted in the same form as submitted by North Reading and Andover but the Agreement is not ratified thereafter.

WHEREAS, the parties wish to memorialize their agreement as to what will happen in this interim period and if the Long-Term Agreement is terminated as a result of any of the aforementioned events.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties hereto, each binding itself, its respective representatives, successors and assigns, mutually agree as follows:

AGREEMENT

1. By August 29, 2018, North Reading shall pay bills for water usage during April, May and June, 2018 and shall withhold from said payment the amount of the credit set forth in Section 3.6(B) of the Long-Term Agreement. If made by the date set forth herein, said payment shall be considered timely.

2. Andover shall bill North Reading for water used during July, 2018 and thereafter at the rate set forth in Section 3.1(A) of the Long-Term Agreement and North Reading shall pay said bills when due.
3. If Legislation authorizing a 99 year agreement is not enacted or is enacted but not in the same form as submitted by North Reading and Andover on or before August 15, 2018 and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of the credit withheld pursuant to Section 1 of this Agreement within thirty (30) days of termination of the Long-Term Agreement.
4. If Legislation authorizing a 99 year agreement is enacted in the same form submitted by North Reading and Andover on or before August 15, 2018, and Andover fails to ratify the Long-Term Agreement as set forth in Section 4.8 thereof and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of \$190,600 within thirty (30) days of termination of the Long-Term Agreement and shall retain the remainder of the credit withheld pursuant to Section 1 of this Agreement.
5. If Legislation authorizing a 99 year agreement is enacted in the same form submitted by North Reading and Andover on or before August 15, 2018, and North Reading fails to ratify the Long-Term Agreement as set forth in Section 4.8 thereof and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of the credit withheld pursuant to Section 1 of this Agreement within thirty (30) days of termination of the Long-Term Agreement; and Section 3 of the October 2, 2017 Amendment to the 2015 Agreement shall be stricken from the 2015 Agreement so that North Reading shall no longer be entitled to receive any credit for costs incurred to join the Massachusetts Water Resources Authority.
6. If the Long-Term Agreement is terminated for any of the foregoing reasons, Andover shall continue to supply water to North Reading in accordance with the 2015 Agreement and North Reading shall pay for water used in July, 2018 and thereafter at the rate set forth in the 2015 Agreement. If the July bill is paid prior to termination of the Long-Term Agreement, North Reading shall pay Andover the difference between the amount paid pursuant to the Long-Term Agreement rate and the amount payable pursuant to the 2015 Agreement rate.
7. If the Long-Term Agreement is terminated for any of the foregoing reasons, the October 2, 2017 Amendment to the 2015 Agreement shall be amended as follows:
 - A. By adding the following to the end of Section 2:

FY 22: 7/1/21 – 6/30/22: Andover rates tiered North Reading Rate shall increase by 2.5% to 3.77 per one hundred cubic feet (FY 21 rate of \$3.68 per one hundred cubic feet x 1.025).
 - B. By adding the following clause to Section 4, after the words “June 30, 2021”:

Unless North Reading gives notice to Andover prior to November 1, 2020, this Agreement shall automatically renew for one additional one (1) year period from July 1, 2021 through June 30, 2022.

IN WITNESS WHEREOF, the Town of Andover, acting through its Board of Selectmen, and the Town of North Reading, acting through its Board of Selectmen have executed this agreement as of the day and year first above written.

Town of North Reading

_____ Michael A. Prisco, Chairman

_____ Kathryn M. Manupelli, Vice-Chairman

_____ Stephen J. O’Leary, Clerk

_____ Robert J. Mauceri

_____ Andrew J. Schultz

Dated: _____

Approved as to Form by:

_____ Gregg J. Corbo, Town Counsel

Town of Andover

_____ Alex J. Vispoli, Chair

_____ Laura M. Gregory, Vice-Chair

_____ Paul J. Salafia

_____ Ann W. Gilbert

_____ Christian C. Huntress

Dated: _____

Approved as to Form by:

_____ Thomas J. Urbelis, Town Counsel

MEMO FROM THE OFFICE OF THE TOWN CLERK

TO: Board of Selectmen
FROM: Lawrence J. Murphy, Town Clerk
SUBJECT: Rattlesnake Road Utility Petition
DATE: 5/24/2018
CC: Town Manager

Dear members of the Board,

You will recall that on April 23rd the Board approved the petition of National Grid and Verizon New England regarding utility poles #'s 3842 & 4579 on Rattlesnake Road. This was a continued public hearing. The petitioner reported one change to the original proposal at the request of a resident: instead of a guy wire for pole 3842 they proposed the use of a push brace. The petitioner represented that the push brace would be on Town property thus requiring an easement from the Town. The Board approved the petition on the condition that all other conditions of the Town are met, including approval of the form of the easement.

The attached easement has been reviewed and approved by the Town Engineer and Town Counsel. I request this be placed on your June 4th agenda for your consideration and execution should you find it in order.

U:18-1:BOSRattlesnakeRoadUtilityMemo

Property Address: 0 Rattlesnake Hill Rd., Andover, MA 01810 (Essex North County)

GRANT OF EASEMENT

that TOWN OF ANDOVER, a Massachusetts Municipal corporation having an address of 36 Bartlett Street, Andover, Massachusetts 01810 (hereinafter referred to as the Grantor) for consideration paid, grants to MASSACHUSETTS ELECTRIC COMPANY, 40 Sylvan Road, Waltham, Massachusetts 02451 a Massachusetts corporation, and VERIZON NEW ENGLAND INC., having a local address of 125 High Street - Oliver Tower, 07 Floor, Boston, MA 02110, a New York corporation (hereinafter referred to as the Grantees) with quitclaim covenants, the perpetual right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for the transmission of intelligence and telephone use one (1) pushbrace, and all necessary foundations, braces, fittings, equipment and appurtenances (hereinafter referred to as the "PUSHBRACE") over, across, under and upon the Grantor's land in Andover, Essex County, Massachusetts to serve Grantor's property.

Said "PUSHBRACE" which is to be installed on property located on the easterly side of Rattlesnake Hill Road and is to originate from existing pole numbered P 3842 which is located on the easterly side of Rattlesnake Hill Road, and extend in an easterly direction over, upon and across land now or formerly of the Grantor. Said pushbrace is to become established by and upon the final installation thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said "PUSHBRACE" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantees, their successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "PUSHBRACE" is specifically located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "PUSHBRACE".

WR# 25512099

05 ANDOMA GEN

Address of Grantee:
Mass. El.,
40 Sylvan Road, Waltham, Massachusetts 02451
Verizon,
125 High Street - Oliver Tower, 07 Floor, Boston, MA 02110

After recording return to:
Christina Klein
National Grid USA
Service Company, Inc.
40 Sylvan Road
Waltham MA 02451
Waltham, MA 02451

It is agreed that the "PUSHBRACE" shall remain the property of the Grantees, their successors and assigns, and that the Grantees, their successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "PUSHBRACE". The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for themselves, their successors and assigns, that this Grant of Easement and the location of the Pushbrace System may not be changed or modified without the written consent of the Grantees, their successors and assigns, which consent may be withheld by the Grantee in their sole discretion. The rights and easement herein granted are over, across and upon the parcel of land shown being shown as Parcel ID 83 0 42 Map 83 of the Town of Andover's Assessor's Maps.

And further, said "PUSHBRACE" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) is laid out more particularly shown on a sketch entitled: "Designer: Prasand Nair; WR# 25512099: Easement Sketch; nationalgrid; Property Owner: Town of Andover; Book/Page 907/329; 0 RATTLESNAKE HILL RD., ANDOVER, MA 01810; CONSTRUCTION DETAILS: Install 35ft class 3 push brace pole with approximately 18ft lead against pole 3842 Rattlesnake Hill Rd. Pole located on town property on the east side of Rattlesnake Hill Rd. Pole will be labeled 3842-89," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantees herein, and the final definitive locations of said "PUSHBRACE" shall become established by and upon the installation and erection thereof by the Grantee, Grantee shall use its best efforts to install and erect such Push Brace in accordance with Exhibit A hereto.

XXXX-XX-XX-3XXX

For Grantor's title, see Treasurer's Deed of Low Value, dated December 17, 1959, recorded with the Essex District Registry of Deeds in Book 907, Page 329.

IN WITNESS WHEREOF, THE TOWN OF ANDOVER has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____, its Selectman, _____, its Selectman, _____, its Selectman, _____, its Selectman, _____, its Selectman, being thereto duly authorized this _____ day of _____, 2018.

THE TOWN OF ANDOVER
Board of Selectmen:

By:
Its: Selectman

By:
Its: Selectman

By:
Its: Selectman

By:
Its: Selectman

By:
Its: Selectman

By:
Its: Selectman

XXXX-XX-XX-3XXX

The provisions of Massachusetts
General Laws, Chapter 183,
Section 6B, are not applicable

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2018, before me, the undersigned
Notary Public, personally appeared _____,
_____ , proved to me through satisfactory evidence
of identity, which was/were _____, to
Description of Evidence of Identity

be the person whose name is signed on the preceding Grant of Easement, and acknowledged to
me that he/she signed it voluntarily for its stated purpose(s), as Selectmen THE TOWN OF
ANDOVER.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2018, before me, the undersigned
Notary Public, personally appeared _____,
_____ , proved to me through satisfactory evidence
of identity, which was/were _____, to
Description of Evidence of Identity

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ANDOVER.

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Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

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WR# 25512099

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ANDOVER.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

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WR# 25512099

FY2019 Town Manager & Board of Selectmen Goals and Objectives

Long Range Financial and Operational Planning

Continue to foster the principles established over the last two years focused on providing a thoughtful and collaborative approach to the town's financial planning updates

- Convene a task force for the purposes of facilitating and leading a community discussion on future structural deficits and potential impacts to service delivery
- Develop a framework and tool for understanding property tax impacts as it relates to both operational and capital budgeting
- Continue to aggressively and creatively address fixed costs and obligations throughout the planning, budgeting, and collective bargaining process

Citizen Response Management and Engagement

Begin to develop a citizen response management function focused on how we serve the public

- Begin to develop a citizen response management function focused on how we serve the public
- Begin the design of a new approach to customer service that centralizes primary customer service functions for residents and businesses who engage in a transaction or relationship with the Town of Andover. Explore investments in technology and realignment of resources to maximize the user experience with Town government
- Reorganize existing resources to maximize productivity and establish efficiencies
- Continue to communicate effectively with the public through a variety of mediums including social and digital media and public forums and information sessions

Capital Investments

Develop and maintain a balanced Capital Improvement Program within the limitations of Proposition 2 ½

- Oversee final construction of and transition to the new Municipal Services Facility
- Design and renovate the Senior Center to better align with the services and programs for the senior community of today and tomorrow
- Continue forward with the design and potential construction of a new Ballardvale Fire Station
- Make functionality improvements to Town Offices with a focus on meeting space, customer service, and user experience
- Work with the School Committee, West Elementary Building Committee, and Andover High School Building Committee to identify funding strategies for school building projects

Downtown Andover

Continue to develop opportunities for business, arts, and cultural development in our downtown; creating a downtown experience that is consistent with the 2012 Master Plan

- Systematically invest in public amenities and parking improvements
- Explore connectivity between the downtown and the Historic Mill District, understanding the transformative opportunities of an expanded downtown, including the potential re-use of the Town Yard site

River and Open Space Access

Enhance recreational opportunities by increasing access to our waterfronts and open space

- Systematically invest in public amenities and parking improvements
- Explore connectivity between the downtown and the Historic Mill District, understanding the transformative opportunities of an expanded downtown, including the potential re-use of the Town Yard site